



General terms and conditions

Hostvio

Information

Hostvio is a trade name of the company SQ3 with the chamber of commerce number 86142933. For any questions you can mail us to info@sq3.nl.

Last change: 23-07-2022.

1. Application

1. These general terms and conditions apply on all products and services from Hostvio. The general terms and conditions accessible to everyone and included on the website.
2. All agreements are governed by the Dutch law.
3. Disputes arising from an agreement between Hostvio and the buyer, which cannot be resolved by mutual agreement, will be settled by the competent court within the district of Midden-Nederland, unless Hostvio prefers to submit the dispute to the competent court of the buyer's domicile, with the exception of those disputes that fall under the jurisdiction of the cantonal court.

2. Obligations of Hostvio

1. Hostvio guarantees that the delivered product meets the agreement and complies with the specifications listed in the offer.
2. Hostvio may make unannounced changes to the delivered product or service without the customer's consent.
3. Hostvio is obligated to deliver and maintain the product or service by the customer to the best of its ability.
4. Hostvio obligates the customer within 14 days to file a refund request. The refund will be calculated based on usage.





3. Payments

1. 10 days before the next payment there will be a new invoice created at Hostvio. 7 days before the payment the customer will receive a reminder of the payment date of the invoice. Should the customer not have paid within 5 days of the payment date, additional charges will automatically be applied. These are 10% of the total amount of the invoice.
2. If the customer has still not paid 10 days after the mentioned payment period in article 3.1, Hostvio has the right to delete the account, all data and information of the customer.
3. According to the law of withdrawal, a reimbursement may take place within 14 days, however this does not apply to the following products: Dedicated server(s), IPs and or Domain names. This is because additional costs are made for these products. This makes us incur unnecessary costs that should be covered by the customer(s) because these services are only activated at the time of purchase. These servers are specially tuned and custom ordered which are unable to be reimbursed.

4. Data Management

1. If you place an order at Hostvio, your details will be included in Hostvio's customer database. Hostvio adheres to the Data Protection Act and will not provide your information to third parties without the customer's consent.
2. Hostvio respects the privacy of the users of the website and ensures the confidentiality of your personal information.
3. Hostvio uses a mailing list in some cases.

5. Images and specifications

1. All images, photos, drawings, etc on the Hostvio website are approximate only, are indicative and may not constitute grounds for compensation or dissolution of the agreement.





6. Responsibility

1. In the event that customer complaints deemed valid by Hostvio: Hostvio will at its discretion make an arrangement with the customer, on the understanding that Hostvio's responsibility will always be limited to the invoice amount of the goods in question. Any responsibility on the part of Hostvio for any other form of damage is excluded, including additional compensation in any form whatsoever; compensation for indirect or consequential damage or loss of profit.
2. Hostvio is not responsible for damages caused by intent or equivalent recklessness of non-managerial staff.
3. Hostvio is not responsible if and insofar as its commitments cannot be fulfilled due to force majeure.
4. Force majeure is defined as any strange cause, as well as any circumstance, which reasonably should not be at its risk. Delay or failure to perform by our suppliers, internet disruptions, electricity disruptions, email traffic disruptions and disruptions or changes in technology provided by third parties, strikes, government measures, (civil) war, delays in supply, negligence by Hostvio's suppliers and/or manufacturers as well as auxiliary persons, sickness of staff, and lack of tools are explicitly considered force majeure.

7. Excessive service use and abuse

1. In case of excessive use and or abuse of Hostvio's services or products, Hostvio is authorized to either restrict the services or products and or send an additional invoice for the overused portion of the service or product.





8. Pricing

1. Hostvio is authorized to adjust the prices of its services at any time. These changes in price will take effect immediately for new products and for current products will take effect with the next payment cycle of this product.
2. Typing errors in prices are subject to change.
3. All prices on the site are in Euros and include the Netherlands VAT rates.

9. Agreement

1. An agreement between Hostvio and a customer is established after an initial payment is made.
2. Hostvio reserves the right not to accept or cancel orders or assignments without reason.

10. Free domain names

1. When purchasing certain services, you get a free domain, which remains the property of Hostvio until the end of the paid period, usually a year or a different agreement. It is possible to take over the domain for a negotiated price.

11. Amendments to the general terms and conditions

1. Hostvio is authorized to amend or supplement its terms and conditions at any time.

